

\$36.00

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July 29, 1994

RECORDATION NO. 18507-B,C FILED 1428

JUL 29 1994 - 10 10 AM

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, DC 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are seven (7) duly executed copies of (i) a Security Agreement Supplement, dated as of August 1, 1994, and (ii) a 1991 Term Loan Facility Cross Collateral Security Agreement Supplement, dated as of August 1, 1994, both secondary documents as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed documents relate to the Security Agreement between Greenbrier Railcar, Inc. and General Electric Capital Corporation which was duly filed with the Commission under Recordation Number 18507.

The names and addresses of the parties to the enclosed documents are:

Borrower	:	Greenbrier Railcar, Inc. One Centerpointe Drive, Suite 200 Lake Oswego, Oregon 97035
Lender/Agent	:	General Electric Capital Corporation 1600 Summer Street, 6th Floor Stamford, Connecticut 06927

A description of the railroad equipment covered by the enclosed document is:

704 railcars as identified in Schedule 1 attached to the aforesaid Security Agreement Supplement.

E. and M. Lester

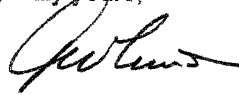
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OFFICE OF THE
SECRETARY
JUL 29 10 03 AM '94
LICENSING BRANCH

Mr. Sidney L. Strickland, Jr.
July 29, 1994
Page 2

Also enclosed is a check in the amount of \$36.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return six stamped copies of the enclosed documents to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Alvord", written in a cursive style.

Robert W. Alvord

RWA/bg
Enclosure

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

JULY 29, 1994

ROBERT W. ALVORD
ALVORD & ALVORD
928 16TH ST., NW SUITE 200
WASHINGTON DC 20006-2973

Dear MR. ALVORD:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/29/94 at 10:10AM, and assigned recordation number(s). 18507-B and 18507-C.

Sincerely yours,

Sidney L. Strickland, Jr.
Secretary

Enclosure(s)

\$ 36.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one stamped on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

Media M. Stokes

JUL 29 1994 -10 10 AM

INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT SUPPLEMENT

THIS SECURITY AGREEMENT SUPPLEMENT dated as of August 1, 1994 (the "Security Agreement Supplement"), is executed by GREENBRIER RAILCAR, INC., a Delaware corporation (the "Borrower"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, as Agent ("Agent") for itself and the Lenders parties to the Loan Agreement referred to below.

R E C I T A L S:

A. Borrower, Agent, Greenbrier Leasing Corporation, a Delaware corporation (the "Guarantor") and General Electric Capital Corporation, as initial Lender, have entered into a Loan Agreement dated as of September 30, 1993 (the "Loan Agreement" or "1993 Loan Agreement"), providing for the commitment of the Lenders thereunder to make certain term loans of up to \$40,000,000 in the aggregate to Borrower upon the terms and subject to the conditions set forth therein (such conditions include the execution and delivery of this Security Agreement by Borrower and of the supplements contemplated hereby).

B. Borrower has executed a Security Agreement dated as of September 30, 1993 (the "Security Agreement") in favor of the Agent granting a security interest in certain collateral to secure the full performance and discharge of all Obligations, including without limitation the payment in full of the Term Loans and all other amounts becoming due from time to time under the 1993 Loan Agreement and the other Operative Documents.

C. In consideration of the loan to be made by the Agent on the second Individual Funding under the 1993 Loan Agreement, the Borrower is entering into this supplement to the Security Agreement to grant to the Agent certain additional collateral more fully described herein.

D. Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the 1993 Loan Agreement.

SECTION 1. GRANT OF SECURITY.

Borrower in consideration of the premises and of other good and valuable consideration, receipt of which is hereby acknowledged, and to secure the full performance and discharge of the Obligations does hereby convey, warrant, mortgage, assign, pledge and grant to Agent, its successors and assigns, for the benefit of the Lenders, a security interest in all and singular of Borrower's right, title and interest in and to the properties, rights, interests and privileges described in Section 2 (all of which properties hereby mortgaged, assigned and pledged or intended so to be are hereinafter collectively referred to as the "Collateral").

SECTION 2. DESCRIPTION OF COLLATERAL.

2.1 Railcars. The Collateral includes the railroad cars described in Schedule 1 attached hereto and made a part hereof, and as supplemented from time to time in connection with the Individual Fundings contemplated by the Loan Agreement, constituting the Railcars leased and delivered under the Lease Schedule or Schedules referenced on Schedule 1 attached hereto (collectively, the "Lease Schedules"); together with all accessories, equipment, parts and appurtenances appertaining or attached to any of the Railcars hereinabove described, whether now owned or hereafter acquired, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of said Railcars, together with all the rents, issues, income, profits and avails therefrom.

2.2 Rental Collateral. The Collateral also includes all right, title, interest, claims and demands of Borrower as Lessor in, to and under the Lease Schedule and, to the extent they relate to the Railcars or the Lease Schedules, the Lease and the Remarketing Agreement, including all extensions of the term of the Lease, the Remarketing Agreement, and the Lease Schedules, together with all rights, powers, privileges, options and other benefits of Borrower as Lessor under the Lease, the Remarketing Agreement, and the Lease Schedules, including without limitation:

(a) the immediate and continuing right to receive and collect all Rent (as defined in Section 9 of the Lease), Casualty Value payments (as referenced in Section 10 of the Lease), insurance proceeds, condemnation awards and other payments, tenders and security now or hereafter payable or receivable by the Lessor under the Lease or the Remarketing Agreement (to

the extent such payments relate to the Railcars or the Lease Schedules) or the Lease Schedules pursuant thereto;

(b) the right to make all waivers and agreements and to enter into any amendments relating to the Remarketing Agreement, the Lease or the Lease Schedules or any provision thereof; and

(c) the right, subject to Section 8.5 of the Loan Agreement, to take such action upon the occurrence of a Lease Event of Default under the Lease or an event which, with the lapse of time or the giving of notice, or both, would constitute a Lease Event of Default under the Lease, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted by the Lease or by law, and to do any and all other things whatsoever which Borrower or any lessor is or may be entitled to do under the Lease;

it being the intent and purpose hereof that the assignment and transfer to Lender of said rights, powers, privileges, options and other benefits shall be effective and operative immediately and shall continue in full force and effect, and Lender shall have the right, at its option, to collect and receive all Rent, Casualty Value payments, and other sums relating to the Lease Schedules or the Railcars for application in accordance with the Loan Agreement at all times after the date of this Security Agreement until the Obligations have been fully paid, discharged and performed, provided that if there has been no Default which is continuing, each Rent payment received by Agent, to the extent such Rent payment exceeds the amount of the Obligations then currently due and payable shall be transferred by Agent to Borrower within five Business Days of its receipt by Agent.

2.3 Additional Collateral. The Collateral also includes the Additional Collateral and all bank accounts, debt securities (including intercompany notes) or other instruments (as defined in the Uniform Commercial Code) representing or evidencing such Additional Collateral or in which such Additional Collateral is held, and all payments of principal or interest, dividends, cash, instruments, or other property received from time to time in respect thereto.

2.4 Proceeds. The Collateral also includes all proceeds of the foregoing Collateral. The term "proceeds" as used in this Security Agreement Supplement includes whatever is receivable or received when Collateral or

proceeds is sold, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes, without limitation, all rights to payment, including return premiums, with respect to any insurance relating thereto.

SECTION 3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Borrower represents, warrants, covenants and agrees (i) that the representations and warranties contained in Section 4 of the Loan Agreement are true and correct as of the execution of this Security Agreement Supplement and that such representations and warranties shall survive the execution and delivery of this Security Agreement Supplement, and (ii) during the term of the Security Agreement and until its performance of all Obligations, Borrower will abide by all of the covenants contained in Sections 6 and 7 of the Loan Agreement.

SECTION 4. DEFAULTS AND OTHER PROVISIONS.

The term "Event of Default" for all purposes of the Security Agreement and this Security Agreement Supplement shall have the meaning given in Section 8 of the Loan Agreement. When an Event of Default has occurred and is continuing, Agent and the Lenders may exercise any and all rights available to it pursuant to Section 9 of the Loan Agreement.

SECTION 5. RELEASE OF CERTAIN RAILCARS.

When the Term Loans made as part of an Individual Funding have been indefeasibly paid in full, the security interests in favor of the Agent and the Lenders granted herein in the Railcars with respect to which such Individual Funding was made shall be released. Agent shall release such security interest in all such Railcars that became part of the Collateral Pool in connection with an Individual Funding (including railcars that were substituted into the Collateral Pool pursuant to Section 2.5(a) of the Loan Agreement in connection with an Event of Loss occurring with respect to a Railcar that became part of the Collateral Pool in connection with such Individual Funding), and that remain as part of the Collateral Pool at the time of such release, within a reasonable period of time following Agent's receipt of a written request of Borrower made at least 91 days after Agent receives the repayment in full of all amounts due in

respect of the Term Loans made as part of such Individual Funding.

SECTION 6. MISCELLANEOUS.

6.1 Successors and Assigns. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Security Agreement Supplement contained by or on behalf of Borrower or by or on behalf of Agent or any Lender, shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.

6.2 Severability. Any provision of this Security Agreement Supplement prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or any provision in any other Operative Document, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The provisions of this Security Agreement Supplement shall remain valid and enforceable notwithstanding the invalidity, unenforceability, impossibility or illegality of performance of any other Operative Document.

6.3 Notices. All notices provided for herein shall be deemed to have been duly given or made when delivered in compliance with Section 11.9 of the Loan Agreement.

6.4 Effect. Except as supplemented hereby, the Security Agreement shall continue in full force and effect.

6.5 Governing Law. THIS SECURITY AGREEMENT SUPPLEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK; PROVIDED, HOWEVER, THAT AGENT AND THE LENDERS SHALL BE ENTITLED TO ALL THE RIGHTS CONFERRED BY ANY APPLICABLE FEDERAL STATUTE, RULE OR REGULATION.

IN WITNESS WHEREOF, Borrower has caused this Security Agreement Supplement to be executed, as of the day and year first above written.

GREENBRIER RAILCAR, INC.,

By:

Norris M. Webb

Title:

Vice President

GENERAL ELECTRIC CAPITAL CORPORATION,

By:

JEH

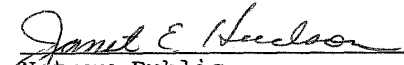
Title:

MAN-OPERATIONS

STATE OF OREGON)
) ss.:
COUNTY OF CLACKAMAS)

I, the undersigned, a notary public in and for said county and said state, hereby certify that Norriss M. Webb whose name as Vice President of Greenbrier Railcar, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation of the 22nd day of July 1994.

Given, under my hand and seal on this 22nd day of July, 1994.


Notary Public

[Notarial Seal]



STATE OF Connecticut ,)
COUNTY OF Fairfield ,) ss.:

I, the undersigned, a notary public in and for
said county and said state, hereby certify that D. L. Eakin
whose name as M&R-Operations of General Electric
Capital Corporation, is signed to the foregoing instrument
and who is known to me, acknowledged before me on this day
that, being informed of the contents of the said instrument,
he, as such officer and with full authority, executed the
same voluntarily for and as the act of said corporation on
the 25th day of July, 1994.

Given, under my hand and seal on this 25th day
of July, 1994.

Margaret M. Fraioli
Notary Public

[Notarial Seal]^D

MARGARET M. FRAIOLI
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 1995

SCHEDULE 1

Those Lease Schedules between Borrower as Lessor and Southern Pacific Transportation Company and St. Louis Southwestern Railway Company, (collectively "Lessee"), as described below:

Lease Schedules

Schedule No. 17B dated as of November 19, 1992 between Borrower as Lessor and Lessee to the Master Lease.

Schedule No. 17C dated as of November 19, 1992 between Borrower as Lessor and Lessee to the Master Lease.

Schedule No. 18D dated as of August 20, 1993 between Borrower as Lessor and Lessee to the Master Lease.

Schedule No. 19C dated as of November 19, 1992 between Borrower as Lessor and Lessee to the Master Lease.

Schedule No. 21A dated as of August 20, 1993 between Borrower as Lessor and Lessee to the Master Lease.

Schedule No. 21B dated as of August 20, 1993 between Borrower as Lessor and Lessee to the Master Lease.

Schedule No. 21D dated as of August 20, 1993 between Borrower as Lessor and Lessee to the Master Lease.

Schedule No. 21E dated as of August 20, 1993 between Borrower as Lessor and Lessee to the Master Lease.

Schedule No. 23A dated as of May 11, 1993 between Borrower as Lessor and Lessee to the Master Lease.

Schedule No. 23B dated as of May 11, 1993 between Borrower as Lessor and Lessee to the Master Lease.

Schedule No. 23C dated as of May 11, 1993 between Borrower as Lessor and Lessee to the Master Lease.

Schedule No. 24A dated as of November 23, 1993 between Borrower as Lessor and Lessee to the Master Lease.

Schedule No. 24B dated as of November 23, 1993 between Borrower as Lessor and Lessee to the Master Lease.

Schedule No. 26A dated as of August 20, 1993 between Borrower as Lessor and Lessee to the Master Lease.

Schedule No. 27A dated as of July 8, 1994 between Borrower as Lessor and Lessee to the Master Lease.

Schedule No. 27B dated as of July 8, 1994 between Borrower as Lessor and Lessee to the Master Lease.

Railcars:

See attached pages 1 through 7

WORD\KCM94\K072141.SCH

SCHEDULE 1

LSE SCHD	OLD CAR NUMBER	NEW CAR NUMBER
18D	SP 240334	VCY 764530
27B	SP 243421	GVSR 771550
27B	SP 243440	GVSR 771538
27A	SP 243455	GVSR 771547
27A	SP 243531	GVSR 771527
17B	SP 243554	GVSR 771516
27B	SP 243578	GVSR 771061
27B	SP 243625	GVSR 771544
27B	SP 243633	GVSR 771533
27B	SP 243637	GVSR 771542
27B	SP 243638	GVSR 771545
27B	SP 243680	GVSR 771534
27B	SP 243685	GVSR 771549
27B	SP 243690	GVSR 771543
27B	SP 243695	GVSR 771528
27B	SP 243699	GVSR 771530
27A	SP 243758	GVSR 771537
27B	SP 243778	GVSR 771509
27A	SP 243828	GVSR 771540
27B	SP 243854	GVSR 771523
27B	SP 243861	GVSR 771541
27A	SP 243892	GVSR 771536
27A	SP 243898	GVSR 771526
27B	SP 243946	GVSR 771525
27B	SP 243961	GVSR 771548
27A	SP 243990	GVSR 771551
27B	SP 243995	GVSR 771524
27B	SP 244036	GVSR 771546
27B	SP 244048	GVSR 771531
27B	SP 244105	GVSR 771532
27A	SP 244142	GVSR 771539
27B	SP 244652	GVSR 774550
27A	SP 244711	GVSR 774584
27A	SP 244745	GVSR 774555
27A	SP 244753	GVSR 774579
27A	SP 244785	GVSR 774566
27A	SP 244798	GVSR 774574
27A	SP 244811	GVSR 774575
27A	SP 244842	GVSR 774557
27B	SP 244911	GVSR 774591
27A	SP 244919	GVSR 774568
27A	SP 244921	GVSR 774540
27B	SP 244951	GVSR 774572
27B	SP 244952	GVSR 774589
27A	SP 244962	GVSR 774562
27B	SP 244964	GVSR 774502
27A	SP 244967	GVSR 774539
27B	SP 244996	GVSR 774563
27B	SP 245004	GVSR 774041
17C	SP 245008	GVSR 774585
27B	SP 245011	

LSE SCHD	OLD CAR NUMBER	NEW CAR NUMBER
27B	SP 245022	
27A	SP 245027	GVSR 774586
27B	SP 245038	GVSR 774554
27A	SP 245077	GVSR 774506
27B	SP 245085	GVSR 774553
27B	SP 245089	GVSR 774500
27A	SP 245107	GVSR 774501
27A	SP 245111	GVSR 774569
27A	SP 245113	GVSR 774564
27B	SP 245131	GVSR 774518
27B	SP 245166	GVSR 774558
27B	SP 245170	GVSR 774515
27B	SP 245196	GVSR 774581
27B	SP 245197	GVSR 774576
27A	SP 245229	GVSR 774582
27B	SP 245238	GVSR 774580
27B	SP 245353	GVSR 774559
27B	SP 245392	GVSR 777515
27B	SP 245414	GVSR 777513
27B	SP 245427	GVSR 777514
27A	SP 245457	GVSR 777516
27B	SP 245526	GVSR 775536
27B	SP 245537	GVSR 775524
27A	SP 245580	GVSR 775540
27B	SP 245586	GVSR 775532
27A	SP 245590	GVSR 775511
27A	SP 245602	GVSR 775537
27B	SP 245615	GVSR 775526
27A	SP 245627	GVSR 775517
27A	SP 245628	GVSR 775534
27A	SP 245649	GVSR 775523
27B	SP 245656	GVSR 775520
27A	SP 245671	GVSR 775521
27A	SP 245681	GVSR 775531
27B	SP 245686	GVSR 775530
27A	SP 245688	GVSR 775519
27A	SP 245692	GVSR 775538
27A	SP 245693	GVSR 775527
27B	SP 245695	GVSR 775528
27A	SP 245699	GVSR 775522
27B	SP 245701	GVSR 775539
27B	SP 245720	GVSR 775529
27A	SP 245726	GVSR 775525
27B	SP 245749	GVSR 775533
27B	SP 245785	GVSR 775518
27B	SP 245793	GVSR 778515
27A	SP 245802	GVSR 778523
27A	SP 245810	GVSR 778522
27A	SP 245845	GVSR 778514
27B	SP 245852	GVSR 778520
27B	SP 245854	GVSR 778518
		GVSR 778517

SCHEDULE 1

LSE SCHD	OLD CAR NUMBER	NEW CAR NUMBER
27A	SP 245899	GVSF 778509
27A	SP 245900	GVSF 778516
27A	SP 245902	GVSF 778521
17B	SP 245930	GVSF 778008
27A	SP 245931	GVSF 778519
21D	SP 245947	GVSF 778513
21D	SP 496025	CRLE 512247
21D	SP 496050	CRLE 512277
21D	SP 496104	CRLE 512177
21D	SP 496114	CRLE 512189
21D	SP 496140	CRLE 512221
21B	SP 496163	CRLE 512205
21E	SP 496202	CRLE 518293
21E	SP 496242	CRLE 518297
21D	SP 496248	CRLE 518333
21E	SP 496280	CRLE 518335
21D	SP 496302	CRLE 512131
21E	SP 496306	CRLE 512215
21E	SP 496307	CRLE 512171
21E	SP 496308	CRLE 512195
21D	SP 496309	CRLE 512157
21E	SP 496313	CRLE 512251
21D	SP 496314	CRLE 512153
21E	SP 496317	CRLE 512253
21E	SP 496319	CRLE 512129
21D	SP 496321	CRLE 512225
21D	SP 496324	CRLE 512279
21E	SP 496327	CRLE 512281
21D	SP 496331	CRLE 512183
21E	SP 496338	CRLE 512211
21D	SP 496341	CRLE 512151
21D	SP 496345	CRLE 512283
21E	SP 496346	CRLE 512255
21D	SP 496348	CRLE 512237
21D	SP 496349	CRLE 512291
21D	SP 496351	CRLE 512241
21D	SP 496356	CRLE 512267
21E	SP 496364	CRLE 512271
21E	SP 496371	CRLE 512169
21E	SP 496375	CRLE 512207
21D	SP 496376	CRLE 512197
21E	SP 496380	CRLE 512147
21D	SP 496382	CRLE 512173
21D	SP 496383	CRLE 512243
21E	SP 496394	CRLE 512143
21E	SP 496400	CRLE 512191
21E	SP 496401	CRLE 512263
21D	SP 496403	CRLE 512203
21E	SP 496406	CRLE 512149
21E	SP 496409	
21E	SP 496411	

LSE SCHD	OLD CAR NUMBER	NEW CAR NUMBER
21E	SP 496416	CRLE 512165
21D	SP 496424	CRLE 512245
21D	SP 496429	CRLE 512293
21E	SP 496431	CRLE 512181
21D	SP 496433	CRLE 512163
21E	SP 496439	CRLE 512273
21E	SP 496445	GVSF 768202
23B	SP 694632	GVSF 768182
23B	SP 694634	GVSF 768243
23C	SP 694645	GVSF 768067
23C	SP 694647	GVSF 768184
19C	SP 694656	GVSF 768186
23B	SP 694665	GVSF 768234
23B	SP 694675	GVSF 768241
23C	SP 694676	GVSF 768056
23C	SP 694680	GVSF 768235
19C	SP 694691	GVSF 768200
23C	SP 694695	GVSF 768217
23C	SP 694703	GVSF 768218
23B	SP 694707	GVSF 768216
23C	SP 694724	GVSF 768189
23B	SP 694737	GVSF 768005
23B	SP 694739	GVSF 768233
23B	SP 694741	GVSF 768192
23B	SP 694746	GVSF 768215
23C	SP 694749	GVSF 768208
23C	SP 694759	GVSF 768193
23C	SP 694766	GVSF 768194
23A	SP 694771	GVSF 768223
23B	SP 694776	GVSF 768132
23B	SP 694778	GVSF 768212
23C	SP 694784	GVSF 766220
23A	SP 694794	GVSF 766308
23B	SP 694797	GVSF 766301
19C	SP 694802	GVSF 766312
23B	SP 694814	GVSF 766354
19C	SP 694826	GVSF 766221
23B	SP 697104	GVSF 766349
23B	SP 697150	GVSF 766313
23B	SP 697210	GVSF 766319
23C	SP 697212	GVSF 766317
19C	SP 697221	GVSF 766306
23B	SP 697230	GVSF 766019
23B	SP 697232	GVSF 766351
23C	SP 697239	GVSF 766320
23B	SP 697241	
23C	SP 697246	
23C	SP 697254	
23B	SP 697342	
19C	SP 697378	
23B	SP 697381	

SCHEDULE 1

LSE SCHD	OLD CAR NUMBER	NEW CAR NUMBER	LSE SCHD	OLD CAR NUMBER	NEW CAR NUMBER
23B	SP 697391	GVSF 766345	23C	SSW 023526	GVSF 768171
23B	SP 697395	GVSF 766334	23B	SSW 023541	GVSF 768210
23B	SP 697418	GVSF 766316	23B	SSW 023543	GVSF 768199
23C	SP 697426	GVSF 766304	23C	SSW 023554	GVSF 768229
23B	SP 697448	GVSF 766344	23B	SSW 023560	GVSF 768232
23C	SP 697452	GVSF 766353	23C	SSW 023576	GVSF 768222
23C	SP 697467	GVSF 766356	23C	SSW 023580	GVSF 768226
23B	SP 697471	GVSF 766314	23C	SSW 023583	GVSF 768069
24B	SP 697480	GVSF 138068	23B	SSW 023590	GVSF 768172
24B	SP 699543	GVSF 138062	19C	SSW 023594	GVSF 768076
24B	SP 699549	GVSF 138071	23B	SSW 023597	GVSF 768201
24A	SP 699574	GVSF 138084	19C	SSW 023598	GVSF 768197
24B	SP 699586	GVSF 138081	23B	SSW 023604	GVSF 768205
24B	SP 699594	GVSF 138073	23B	SSW 023612	GVSF 768073
24B	SP 699608	GVSF 138061	19C	SSW 023615	GVSF 768238
24B	SP 699611	GVSF 138059	23C	SSW 023617	GVSF 768174
24B	SP 699617	GVSF 138079	23B	SSW 023624	GVSF 768209
24B	SP 699624	GVSF 138075	19C	SSW 023625	GVSF 768075
24B	SP 699625	GVSF 138063	23A	SSW 023656	GVSF 768177
24B	SP 699626	GVSF 138064	23C	SSW 023658	GVSF 768221
24B	SP 699629	GVSF 138072	23A	SSW 023660	GVSF 768231
24A	SP 699641	GVSF 138083	23B	SSW 023666	GVSF 768178
24B	SP 699642	GVSF 138069	23B	SSW 023681	GVSF 768020
24B	SP 699651	GVSF 138074	23C	SSW 023691	GVSF 768179
24B	SP 699672	GVSF 138077	23C	SSW 023695	GVSF 768228
24B	SP 699678	GVSF 138070	23C	SSW 023702	GVSF 768240
24B	SP 699687	GVSF 138080	23B	SSW 023734	GVSF 768236
24B	SP 699702	GVSF 138066	23C	SSW 023736	GVSF 768039
24B	SP 699706	GVSF 138078	23C	SSW 023742	GVSF 768225
24B	SP 699710	GVSF 766318	24B	SSW 023747	GVSF 136195
23B	SSW 023256	GVSF 766305	24A	SSW 023779	GVSF 136209
23A	SSW 023261	GVSF 766311	24B	SSW 023780	GVSF 136186
23B	SSW 023277	GVSF 766222	24A	SSW 023803	GVSF 136214
23B	SSW 023298	GVSF 766347	24B	SSW 023814	GVSF 136204
23A	SSW 023304	GVSF 766309	24B	SSW 023823	GVSF 136198
23C	SSW 023412	GVSF 766310	24B	SSW 023835	GVSF 136201
23B	SSW 023456	GVSF 768220	24B	SSW 023839	GVSF 136212
23C	SSW 023465	GVSF 768211	24A	SSW 023857	GVSF 136211
23B	SSW 023467	GVSF 768170	24B	SSW 023863	GVSF 136208
23B	SSW 023483	GVSF 768207	24B	SSW 023865	GVSF 136187
23B	SSW 023488	GVSF 768213	24A	SSW 023867	GVSF 136203
23B	SSW 023502	GVSF 768203	24B	SSW 023885	GVSF 136199
23B	SSW 023504	GVSF 768214	24B	SSW 023978	GVSF 136185
23B	SSW 023509	GVSF 768198	24B	SSW 024000	GVSF 136202
23B	SSW 023514	GVSF 768206	24B	SSW 024001	GVSF 136191
23B	SSW 023518	GVSF 768239	24B	SSW 024076	GVSF 136213
23C	SSW 023523		24A	SSW 024077	GVSF 136210
				SSW 024081	GVSF 136206
				SSW 024083	GVSF 136207

SCHEDULE 1

LSE SCHD	OLD CAR NUMBER	NEW CAR NUMBER
24B	SSW 024142	GVSF 136200
24A	SSW 024143	GVSF 136205
24B	SSW 024194	GVSF 136215
24B	SSW 024208	GVSF 136181
24B	SSW 024225	GVSF 136196
27B	SSW 024229	GVSF 136189
27A	SSW 066540	GVSF 769557
27A	SSW 066548	GVSF 769542
27A	SSW 066550	GVSF 769540
27B	SSW 066554	GVSF 769551
27A	SSW 066558	GVSF 769572
27A	SSW 066584	GVSF 769538
27B	SSW 066598	GVSF 769547
27A	SSW 066629	GVSF 769555
27A	SSW 066655	GVSF 769558
27A	SSW 066664	GVSF 769561
27B	SSW 066704	GVSF 769567
27B	SSW 066708	GVSF 769550
27A	SSW 066727	GVSF 769569
27A	SSW 066754	GVSF 769549
27B	SSW 066763	GVSF 769546
27A	SSW 066765	GVSF 769570
27A	SSW 066772	GVSF 769541
27A	SSW 066774	GVSF 769556
27B	SSW 066946	GVSF 769563
27A	SSW 066976	GVSF 769574
27A	SSW 066992	GVSF 769548
27A	SSW 066994	GVSF 769560
27B	SSW 066996	GVSF 769545
27A	SSW 067005	GVSF 769571
27A	SSW 067006	GVSF 769534
27A	SSW 067027	GVSF 769536
27A	SSW 067031	GVSF 769539
27B	SSW 067045	GVSF 769533
27B	SSW 067053	GVSF 769575
27B	SSW 067065	GVSF 769565
27A	SSW 067077	GVSF 769568
27B	SSW 067097	GVSF 769544
27B	SSW 067100	GVSF 769552
27A	SSW 067110	GVSF 769564
27B	SSW 067113	GVSF 769554
27A	SSW 067162	GVSF 769500
27B	SSW 067257	GVSF 769562
27A	SSW 067317	GVSF 769573
27A	SSW 067320	GVSF 769543
27B	SSW 067321	GVSF 769559
27A	SSW 067325	GVSF 769566
27A	SSW 067330	GVSF 769553
27B	SSW 067356	GVSF 774561
27B	SSW 067422	GVSF 774592
27A	SSW 067425	GVSF 774544

LSE SCHD	OLD CAR NUMBER	NEW CAR NUMBER
27B	SSW 067427	GVSF 774590
27B	SSW 067487	GVSF 774577
27B	SSW 067527	GVSF 774578
27A	SSW 067528	GVSF 774551
27A	SSW 067544	GVSF 774573
27B	SSW 067551	GVSF 774549
27A	SSW 067569	GVSF 774588
27A	SSW 067604	GVSF 774543
27A	SSW 067616	GVSF 774548
27B	SSW 067618	GVSF 774570
27A	SSW 067627	GVSF 774560
27B	SSW 067632	GVSF 774556
27A	SSW 067648	GVSF 774587
27B	SSW 067657	GVSF 774583
27B	SSW 067680	GVSF 774567
21E	SSW 067694	CRLE 512227
21E	SSW 070631	CRLE 512219
21D	SSW 070632	CRLE 512287
21E	SSW 070633	CRLE 512223
21D	SSW 070637	CRLE 512257
21E	SSW 070640	CRLE 512213
21D	SSW 070645	CRLE 512275
21E	SSW 070646	CRLE 512235
21E	SSW 070647	CRLE 512229
21E	SSW 070653	CRLE 512199
21D	SSW 070657	CRLE 512265
21D	SSW 070658	CRLE 512209
21E	SSW 070660	CRLE 512201
21D	SSW 070664	CRLE 512161
21D	SSW 070671	CRLE 512259
21E	SSW 070675	CRLE 512249
21E	SSW 070679	CRLE 512145
21D	SSW 070680	CRLE 512185
21E	SSW 070681	CRLE 512289
21E	SSW 070685	CRLE 512127
21E	SSW 070688	CRLE 512155
21E	SSW 070690	CRLE 512231
21E	SSW 070692	CRLE 512179
21E	SSW 070693	CRLE 512137
21E	SSW 070694	CRLE 512187
21E	SSW 070703	CRLE 512175
21E	SSW 070704	CRLE 518305
21D	SSW 070708	CRLE 518279
21D	SSW 070722	CRLE 518339
21E	SSW 070740	CRLE 518325
21E	SSW 070758	CRLE 518349
21E	SSW 070784	CRLE 518331
21E	SSW 071531	CRLE 518321
21E	SSW 071546	CRLE 518307
21E	SSW 071551	CRLE 518309
21E	SSW 071567	

SCHEDULE 1

LSE SCHD	OLD CAR NUMBER	NEW CAR NUMBER
21E	SSW 071570	CRLE 518283
21E	SSW 071576	CRLE 518323
21D	SSW 071583	CRLE 518273
21D	SSW 071595	CRLE 518343
21E	SSW 071606	CRLE 518337
21E	SSW 071612	CRLE 518303
21D	SSW 071626	CRLE 518327
21D	SSW 071643	CRLE 518317
21E	SSW 071651	CRLE 518271
21D	SSW 071666	CRLE 518319
21B	SSW 073511	CRLE 527142
21E	SSW 073530	CRLE 527126
21E	SSW 073539	CRLE 527129
21E	SSW 073577	CRLE 527125
21E	SSW 073580	CRLE 527089
21B	SSW 073593	CRLE 527140
21D	SSW 073595	CRLE 527154
21B	SSW 073626	CRLE 527077
26A	SSW 073628	CRLE 527154
21D	SSW 073657	CRLE 527120
21D	SSW 073671	CRLE 527718
26A	SSW 073693	CRLE 527146
21E	SSW 073717	CRLE 527150
26A	SSW 073762	CRLE 527708
26A	SSW 073794	CRLE 527080
21B	SSW 073856	CRLE 527704
26A	SSW 073858	CRLE 527710
26A	SSW 073864	CRLE 527128
21B	SSW 073866	CRLE 527721
26A	SSW 073868	CRLE 527702
21B	SSW 073904	CRLE 527118
21E	SSW 073906	CRLE 527730
26A	SSW 073918	CRLE 527122
21D	SSW 073922	CRLE 527134
26A	SSW 073926	CRLE 527724
26A	SSW 073947	CRLE 527152
26A	SSW 073972	CRLE 527726
26A	SSW 073982	CRLE 527523
26A	SSW 073996	CRLE 527543
26A	SSW 074030	CRLE 527502
26A	SSW 074042	CRLE 528553
26A	SSW 074044	CRLE 528547
26A	SSW 074070	CRLE 528515
26A	SSW 074082	CRLE 528523
26A	SSW 074087	CRLE 528549
26A	SSW 074093	CRLE 528551
26A	SSW 074094	CRLE 528533
26A	SSW 074124	CRLE 528527
26A	SSW 074167	CRLE 528728
26A	SSW 074176	CRLE 528724
21D	SSW 074244	CRLE 528722
		CRLE 528116

LSE SCHD	OLD CAR NUMBER	NEW CAR NUMBER
26A	SSW 074292	CRLE 528726
26A	SSW 074319	CRLE 528732
26A	SSW 074362	CRLE 528730
26A	SSW 074412	CRLE 528707
26A	SSW 074421	CRLE 528720
21B	SSW 074433	CRLE 528714
26A	SSW 074440	CRLE 528087
26A	SSW 074448	CRLE 528736
26A	SSW 074489	CRLE 528712
26A	SSW 074493	CRLE 528701
26A	SSW 074503	CRLE 530748
21B	SSW 074511	CRLE 530734
26A	SSW 074517	CRLE 530214
26A	SSW 074524	CRLE 530742
26A	SSW 074545	CRLE 530705
26A	SSW 074572	CRLE 530707
21B	SSW 074582	CRLE 530715
26A	SSW 074622	CRLE 530216
21E	SSW 074629	CRLE 530701
21D	SSW 074639	CRLE 530210
26A	SSW 074680	CRLE 530210
26A	SSW 074685	CRLE 530246
21E	SSW 074686	CRLE 530744
21E	SSW 074696	CRLE 530768
26A	SSW 074711	CRLE 530230
21E	SSW 074712	CRLE 530224
21E	SSW 074720	CRLE 530754
26A	SSW 074724	CRLE 530232
21E	SSW 074736	CRLE 530157
26A	SSW 074742	CRLE 530736
21D	SSW 074749	CRLE 530238
21E	SSW 074769	CRLE 530752
21E	SSW 074771	CRLE 530244
21E	SSW 074779	CRLE 530242
21D	SSW 074799	CRLE 530222
26A	SSW 074811	CRLE 530240
26A	SSW 074814	CRLE 530234
26A	SSW 074817	CRLE 530703
26A	SSW 074824	CRLE 530728
26A	SSW 074843	CRLE 530762
26A	SSW 074845	CRLE 530758
21D	SSW 074853	CRLE 530746
21D	SSW 074907	CRLE 530750
26A	SSW 074910	CRLE 530250
26A	SSW 074922	CRLE 530248
21E	SSW 074928	CRLE 530764
26A	SSW 074932	CRLE 530766
21E	SSW 074967	CRLE 530236
21E	SSW 074974	CRLE 530756
21D	SSW 076232	CRLE 530228
	SSW 076240	CRLE 525076
		CRLE 525082

SCHEDULE 1

LSE SCHD	OLD CAR NUMBER	NEW CAR NUMBER
26A	SSW 076247	CRLE 525700
21E	SSW 076346	CRLE 518329
26A	SSW 076907	CRLE 526523
26A	SSW 076913	CRLE 526543
26A	SSW 076940	CRLE 526509
21E	SSW 076948	CRLE 526517
21B	SSW 076974	CRLE 526010
21B	SSW 077217	CRLE 524134
21D	SSW 077338	CRLE 524159
21D	SSW 077341	CRLE 524154
26A	SSW 077383	CRLE 524701
26A	SSW 077396	CRLE 524707
21E	SSW 077407	CRLE 524128
21D	SSW 077414	CRLE 524172
21D	SSW 077448	CRLE 524164
21E	SSW 077476	CRLE 524136
21D	SSW 077478	CRLE 524146
21D	SSW 077483	CRLE 524148
21E	SSW 077489	CRLE 524130
21D	SSW 077512	CRLE 524170
21D	SSW 077542	CRLE 524160
21D	SSW 077564	CRLE 524144
21D	SSW 077576	CRLE 524142
26A	SSW 077584	CRLE 524703
26A	SSW 077585	CRLE 524527
26A	SSW 077670	CRLE 524517
21E	SSW 077683	CRLE 520165
21E	SSW 077702	CRLE 520163
21E	SSW 077706	CRLE 520103
21D	SSW 077709	CRLE 520171
21D	SSW 077715	CRLE 520173
21E	SSW 077728	CRLE 520097
21E	SSW 077733	CRLE 520151
21E	SSW 077736	CRLE 520155
21E	SSW 077743	CRLE 520123
21E	SSW 077746	CRLE 520109
21D	SSW 077747	CRLE 520159
21D	SSW 077748	CRLE 520113
21E	SSW 077755	CRLE 520131
21E	SSW 077757	CRLE 520105
21E	SSW 077761	CRLE 520153
21E	SSW 077762	CRLE 520041
21B	SSW 077772	CRLE 520121
21E	SSW 077781	CRLE 520175
21D	SSW 077783	CRLE 520161
21E	SSW 077812	CRLE 520167
21D	SSW 077817	CRLE 520127
21D	SSW 077819	CRLE 520169
21D	SSW 077852	CRLE 520157
21D	SSW 077861	
21E	SSW 077878	

LSE SCHD	OLD CAR NUMBER	NEW CAR NUMBER
21D	SSW 077892	CRLE 520177
21E	SSW 077902	CRLE 521035
21D	SSW 077903	CRLE 521065
21E	SSW 077906	CRLE 521049
21D	SSW 077908	CRLE 521043
21E	SSW 077911	CRLE 521075
21E	SSW 077924	CRLE 521067
21E	SSW 077926	CRLE 521051
21D	SSW 077927	CRLE 521041
21D	SSW 077937	CRLE 521057
21D	SSW 077938	CRLE 521053
21D	SSW 077943	CRLE 521069
21D	SSW 077960	CRLE 521061
21D	SSW 077963	CRLE 521073
21D	SSW 077966	CRLE 521063
21D	SSW 077969	CRLE 521071
21D	SSW 077978	CRLE 521059
21D	SSW 077979	CRLE 521047
21D	SSW 077987	CRLE 521055
21E	SSW 077995	CRLE 521045
21D	SSW 077997	CRLE 521037
21D	SSW 079330	CRLE 512261
21D	SSW 079362	CRLE 512285
21D	SSW 079394	CRLE 512239
21E	SSW 079831	CRLE 518315
21A	SSW 079928	CRLE 525078
21B	UMP 070766	CRLE 518183
21A	UMP 071550	CRLE 518161
21D	UMP 071566	CRLE 518165
21A	UMP 073553	CRLE 527136
21D	UMP 073569	CRLE 527073
21A	UMP 073589	CRLE 527113
26A	UMP 073641	CRLE 527085
21E	UMP 073647	CRLE 527715
21A	UMP 073664	CRLE 527119
21E	UMP 073679	CRLE 527093
21A	UMP 073707	CRLE 527123
21E	UMP 073715	CRLE 527087
26A	UMP 073733	CRLE 527121
21E	UMP 073758	CRLE 527709
21E	UMP 073782	CRLE 527144
21E	UMP 073833	CRLE 527117
26A	UMP 073865	CRLE 527079
21D	UMP 073914	CRLE 527717
21E	UMP 073927	CRLE 527105
26A	UMP 073943	CRLE 527138
21D	UMP 073995	CRLE 527553
21E	UMP 074054	CRLE 528114
21D	UMP 074114	CRLE 528091
21E	UMP 074127	CRLE 528093
21E	UMP 074135	CRLE 528101

SCHEDULE 1

LSE SCHD	OLD CAR NUMBER	NEW CAR NUMBER
26A	UMP 074168	CRLE 528709
21E	UMP 074180	CRLE 528083
21E	UMP 074190	CRLE 528089
21E	UMP 074373	CRLE 528105
21E	UMP 074455	CRLE 528103
21E	UMP 074474	CRLE 528099
21B	UMP 074575	CRLE 530145
21D	UMP 074647	CRLE 530137
21D	UMP 074784	CRLE 530155
21D	UMP 074994	CRLE 530226
21D	UMP 076200	CRLE 525084
21E	UMP 076220	CRLE 525083
21D	UMP 076958	CRLE 526011
21D	UMP 076975	CRLE 526012
21D	UMP 077207	CRLE 524163
21D	UMP 077234	CRLE 524181
21E	UMP 077283	CRLE 524140
21E	UMP 077289	CRLE 524187
21B	UMP 077301	CRLE 524151
21D	UMP 077330	CRLE 524183
21D	UMP 077418	CRLE 524157
21E	UMP 077434	CRLE 524166
21D	UMP 077501	CRLE 524138
21D	UMP 077535	CRLE 524152
26A	UMP 077638	CRLE 524171
21E	UMP 077677	CRLE 524531
21A	UMP 077823	CRLE 520149
21A	UMP 077867	CRLE 520073
21D	UMP 077895	CRLE 521077
21E	UMP 077961	CRLE 521033
21D	UMP 077965	CRLE 521079
21D	UMP 077976	CRLE 521031
21E	UMP 077983	CRLE 525081
21D	UMP 079658	CRLE 525086
21A	UMP 079923	CRLE 525075
21D	UMP 079980	CRLE 518341
21D	UMP 496223	CRLE 518347
21A	UMP 496266	CRLE 512111
21D	UMP 496392	CRLE 518213
21D	UMPX070728	CRLE 518189
21A	UMPX070748	CRLE 518197
21E	UMPX071543	CRLE 527115
26A	UMPX073573	CRLE 527705
21E	UMPX073591	CRLE 527127
21A	UMPX073627	CRLE 527083
21A	UMPX073670	

TOTAL CARS:

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LSE SCHD	OLD CAR NUMBER	NEW CAR NUMBER
21E	UMPX073706	CRLE 527111
26A	UMPX073722	CRLE 527703
26A	UMPX073808	CRLE 527711
21E	UMPX073825	CRLE 527101
21E	UMPX073829	CRLE 527081
26A	UMPX073852	CRLE 527713
26A	UMPX073909	CRLE 527707
26A	UMPX074004	CRLE 528559
21B	UMPX074147	CRLE 528711
21E	UMPX074201	CRLE 528067
21D	UMPX074278	CRLE 528097
21E	UMPX074377	CRLE 528112
21D	UMPX077253	CRLE 524179
26A	UMPX077269	CRLE 524165
21D	UMPX077326	CRLE 524709
21A	UMPX077354	CRLE 524158
21D	UMPX077445	CRLE 524147
21D	UMPX077546	CRLE 524162
21D	UMPX077601	CRLE 524167
26A	UMPX077642	CRLE 524533
21E	UMPX077657	CRLE 520119
21A	UMPX077750	CRLE 521027
21D	UMPX077991	CRLE 518345
21E	UMPX079876	CRLE 525080
21E	UMPX079936	CRLE 525087
21B	UMPX079975	CRLE 512113
21D	UMPX496062	CRLE 518201
21D	UMPX496299	CRLE 518215
21E	WSOX070779	CRLE 527097
26A	WSOX073614	CRLE 527719
21B	WSOX073748	CRLE 527075
21D	WSOX073800	CRLE 527107
21D	WSOX073935	CRLE 527099
21B	WSOX073949	CRLE 528081
21A	WSOX074252	CRLE 528085
21D	WSOX074356	CRLE 530151
26A	WSOX074633	CRLE 526549
21E	WSOX076929	CRLE 524185
21D	WSOX077233	CRLE 524169
21A	WSOX077305	CRLE 524155
21A	WSOX077361	CRLE 524153
21A	WSOX077456	CRLE 520085
21E	WSOX077831	CRLE 525085
21D	WSOX079993	CRLE 518205
21D	WSOX496213	CRLE 512119
21D	WSOX496420	